

EXHIBIT 3



FIELDWOOD ENERGY

April 12, 2021

Helis Oil & Gas Company, L.L.C.
201 St. Charles Ave., Suite 2600
New Orleans, Louisiana 70170
Attn: Michael Schott

CNOOC
945 Bunker Hill Road, Suite 1400
Houston, Texas 77024
Attn: Nicole Spencer

CL&F Resources, LP
16945 Northchase Drive, Suite 1400
Houston, Texas 77060
Attn: Tammy Willis

Houston Energy, L.P.
Two Allen Center, 1200 Smith, Suite 2400
Houston, Texas 77002
Attn: David Amend

Re: Notice of Uneconomic Operations and Termination of Production Handling Agreement (dated Effective January 1, 2008) - OCS-G02310 South Marsh Island Block 268 "A" Platform ("Host Facility")

Reference is made to that certain Production Handling Agreement ("PHA") dated effective January 1, 2008 ("Effective Date") by and among Fieldwood Energy LLC, GOM Shelf LLC and Fieldwood Energy Offshore LLC, (successors to Apache Corporation, Hunt Oil Company, Hunt Petroleum Corporation, Lamar Hunt Trust Estate, The George R. Brown Partnership, L.P. and Opex Energy, L.L.C) as ("Processor"), and current working interest owners of the South Marsh 257 No. 1 well, Helis Oil & Gas Company, L.L.C, Houston Energy, L.P., CL&F Resources, LP and CNOOC Petroleum Offshore U.S.A. Inc. as ("Producer").

Whereas Processor has determined that the Host Facility is uneconomic. In accordance with Article 12.03, Uneconomic Operation, of the PHA, this letter shall serve as Producers written notice from Processor of Processor's decision to discontinue operations at the Host Facility due to uneconomic conditions, and move forward with plans to abandon the Host Facility. In accordance with the PHA, Producer has sixty (60) days from receipt of notice to reach a mutual agreement with Processor on a future course of action which may include, termination of this PHA, mutually agreed upon leasing agreement, assignment of Host Facility to Producer and assumption of abandonment liability by Producer, or other terms mutually acceptable between Processor and Producer. If an agreement is not reached within sixty (60) days, either Party may immediately terminate the PHA.

Notwithstanding anything seemingly contained herein to the contrary, Fieldwood Energy LLC, GOM Shelf LLC and Fieldwood Energy Offshore LLC collectively referred to in this paragraph as ("Fieldwood") herby reserves, and does not waive, any rights and all remedies it may have, whether in law or in equity, including without limitation any and all rights and remedies it may have under any the applicable PHA, any other contractual right or provision, all rights and remedies as allowed through Fieldwood's chapter 11 restructuring process and any other legal rights available to Fieldwood at law.

If you have any questions, I can be reached by phone 832-392-9880 or by e-mail gregory.labove@fwellc.com.

Thank you,

Greg LaBove
Landman